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Attorneys for Plaintiff, Caravan Air, LLC

IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF OREGON  
PORTLAND DIVISION

CARAVAN AIR, LLC, a New York limited  
liability company,

Plaintiff,

vs.

SEAPORT AIRLINES, INC., an Alaska  
Corporation,

Defendant

NO.

COMPLAINT FOR DAMAGES  
Breach of Contract (28 U.S.C. § 1332)

DEMAND FOR JURY TRIAL

COMES NOW Plaintiff CARAVAN AIR, LLC ("Plaintiff") by and through its attorneys  
of record and for its Complaint against Defendant SEAPORT AIRLINES, INC.,  
("Defendant") and alleges as follows:

**I. PARTIES**

1.1 Plaintiff CARAVAN AIR, LLC is a New York limited liability company,  
with its home offices and principal place of business located in Oxford, Connecticut.  
Plaintiff is owner of a Cessna 208B Grand Caravan, Serial Number 208B0671,

Registration No. N208TW ("Aircraft"), which is the subject of a lease agreement by and between Plaintiff and Defendant SeaPort Airlines, Inc. ("Defendant").

1.2 On information and belief, Defendant SEAPORT AIRLINES, INC. ("Defendant") is an Alaska corporation with its home offices and principal place of business in Portland, Oregon. Defendant is the lessee under an lease agreement for the Aircraft by and between Plaintiff and Defendant.

## **II. JURISDICTION AND VENUE**

2.1 Paragraphs 1.1 to 1.2 as set forth above are hereby incorporated by this reference as though fully set forth herein.

2.2 This Court has Diversity Jurisdiction pursuant to 28 U.S.C. §1332(a) and the amount in controversy exceeds \$75,000.00.

2.3 Venue is proper in the District of Oregon pursuant to 28 U.S.C. §1391.

## **III. FACTS**

3.1 Paragraphs 1.1 to 2.3 as set forth above are hereby incorporated by this reference as though fully set forth herein.

3.2 On or about April 8, 2015, Plaintiff entered into a written Lease Agreement with Defendant whereby Plaintiff agreed to lease the Aircraft to Defendant ("Lease Agreement").

3.3 The Lease Agreement provided for the term of the lease to run from April 8, 2015 through July 31, 2018.

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3.4 Pursuant to the Lease Agreement, Defendant agreed to pay Plaintiff a monthly amount of \$15,000.00, together with any applicable taxes, which amount was due in advance on the 15<sup>th</sup> day of each month ("Rent"). The Lease Agreement further provided that the Rent amount would be abated by \$7,500.00 once the Aircraft attained 12,500 hours of service.

3.5 Pursuant to the Lease Agreement Article VI, Defendant and Plaintiff agreed that certain enumerated events would constitute defaults by Defendant, including among other things, failure to pay Rent as required under the Lease Agreement, which Defaults entitle Plaintiff to terminate the Lease Agreement, repossess the Aircraft, and seek recovery of damages as provided in Lease Agreement Article VII.

3.6 Defendant defaulted and is in default of the Lease Agreement because, among other things, Defendant has failed to pay Rent as required by the Lease Agreement.

3.7 As a result of Defendant's default, Plaintiff has been damaged in an amount greater than \$75,000.00, the final amount to be proven at trial, but estimated as \$500,000.00.

3.8 As a result of Defendant's default, Plaintiff is entitled to recover damages caused thereby and provided under Article VII of the Lease Agreement, and is further entitled to immediate possession of the Aircraft.

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#### **IV. FIRST CAUSE OF ACTION – BREACH OF CONTRACT**

4.1 Plaintiff restates and realleges the allegations contained in paragraphs 1.1 through 3.8 as though fully set forth herein.

4.2 Defendant is in material breach and default of the Lease Agreement.

4.3 As a result of Defendant's breach and default, Plaintiff has incurred damages in an amount exceeding \$75,000.00, the precise amount to be proven at trial.

4.4 Plaintiff is entitled to recover from Defendant damages caused and proximately caused Defendant's breach and default, the precise amount to be proven at trial, but estimated to be approximately \$500,000.00.

4.5 Plaintiff is further entitled to immediate possession of the Aircraft, together with any and all other remedies provided under Article VII of the Lease Agreement.

#### **PRAYER FOR RELIEF**

Wherefore, having fully pled its Complaint, Plaintiff prays for the following relief:

1. For judgment in favor of Plaintiffs and against Defendants awarding Plaintiff immediate possession of the Aircraft, damages caused to Plaintiff as a result of Defendant's breach of the Lease Agreement, together with attorneys' fees, costs and interest;

2. For any other relief this Court finds just and equitable.

DATED this 28<sup>th</sup> day of January, 2016.

PARAMOUNT LAW GROUP, PLLC

/s/ Stuart Smith  
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Attorneys for Caravan Air, LLC